

UNOFFICIAL COPY 00855306

7049/0088 02 001 Page 1 of 3
2000-10-31 13:10:34
Cook County Recorder 25.50

RECORDATION REQUESTED BY:

Harris Trust and Savings Bank
111 W. Monroe Street
P.O. Box 755
Chicago, IL 60690-0755

2990000013

WHEN RECORDED MAIL TO:

Harris Banks
150 W. Wilson Street
Palatine, IL 60067



00855306



FOR RECORDER'S USE ONLY

JOHN W. MULLHOLLAND
PRIVATE BANKING 111/3

2859958

RETITLE SERVICES #

This Modification of Mortgage prepared by:

J. STUDZINSKI
150 W. Wilson Street
Palatine, IL 60067



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 15, 2000, BETWEEN ROBERT M. DODD and KATHRYN M. DODD, HIS WIFE, AS TENANTS BY THE ENTIRETY, (referred to below as "Grantor"), whose address is 407 WASHINGTON AVENUE, WILMETTE, IL 60091; and Harris Trust and Savings Bank (referred to below as "Lender"), whose address is 111 W. Monroe Street, P.O. Box 755, Chicago, IL 60690-0755.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 26, 1998 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED NOVEMBER 19, 1998 AS DOCUMENT NUMBER 08046754

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

LOT 2 AND THE E 5 FEET OF LOT 3 IN BLOCK 17 IN DINGEE'S ADDITION TO WILMETTE VILLAGE IN COOK COUNTY, ILLINOIS IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 407 WASHINGTON AVENUE, WILMETTE, IL 60091. The Real Property tax identification number is 05-35-102-006-0000.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

THE HOME EQUITY CREDIT LINE AGREEMENT AND DISCLOSURE AS STATED IN THE MORTGAGE ABOVE, WITH A CREDIT LIMIT OF \$100,000.00 IS HEREBY MODIFIED AND INCREASED TO A CREDIT LIMIT OF \$141,370.00 SUBJECT TO AN INDEX RATE OF WALL STREET JOURNAL PRIME RATE LESS 1/4%. THE FINAL MATURITY DATE IS OCTOBER 26, 2008. AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE EXCEED \$176,712.50.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the

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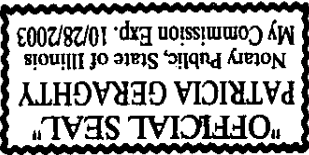
My commission expires 10/28/2003

Notary Public in and for the State of Illinois

Residing at Chicago, Illinois

Given under my hand and official seal this 3rd day of OCTOBER, 2003

On this day before me, the undersigned Notary Public, personally appeared ROBERT M. DODD and KATHRYN M. DODD, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.



COUNTY OF Cook
STATE OF Illinois
() ss

INDIVIDUAL ACKNOWLEDGMENT

Authorized Officer JOHN W. MULHOLLAND
VICE PRESIDENT

Harris Trust and Savings Bank
LENDER:

KATHRYN M. DODD

ROBERT M. DODD

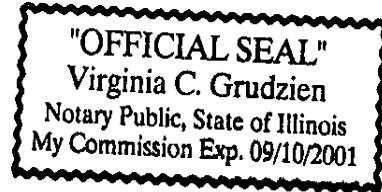
GRANTOR:

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF DuPage)



On this 3rd day of Oct, 2000, before me, the undersigned Notary Public, personally appeared John W. Mulholland and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Virginia C. Grudzien Residing at 1324 St. Francis Ct, Wheaton, IL 60187

Notary Public in and for the State of Illinois

My commission expires 9-10-2001

Cook County Clerk's Office